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**UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA**

STEPHEN CAMPA

Plaintiffs,

v.

BOARD OF TRUSTEES OF THE SHEET
 METAL WORKERS PENSION PLAN OF
 NORTHERN CALIFORNIA; BENESYS,
 INC.

Defendant.

) Case No.: 3:23-cv-1760-MMC
)
) **~~PROPOSED~~ FINAL ORDER AND**
) **JUDGMENT CONFIRMING**
) **CERTIFICATION OF SETTLEMENT**
) **CLASS, FINALLY APPROVING**
) **SETTLEMENT, APPROVING PAYMENT**
) **OF CASE CONTRIBUTION AWARD TO**
) **PLAINTIFF, AND APPROVING**
) **PAYMENT OF FEES AND COSTS TO**
) **CLASS COUNSEL**

The Court, having considered the submissions of the parties and the presentations at the November 15, 2024 fairness hearing, hereby GRANTS Plaintiff's Motion for Final Approval of Proposed Class Action Settlement (Doc. 49) and Plaintiff's Motion for Award of Attorney's Fees, Costs of Suit, and Award of Case Contribution Payment (Doc. 47) and it is ORDERED as follows:

1. **Class Certification.** The proposed settlement class meets the requirements of Federal Rule of Civil Procedure 23(a). The class is sufficiently numerous, consisting of 25 members. The commonality requirement is met in that the class claim for breach of fiduciary duty turns on a common

1 set of facts concerning administration of the Sheet Metal Workers Pension Plan of Northern
2 California. Plaintiff's claims are typical of the claims of the class because all class members have
3 similar claims arising out of the same alleged errors in plan administration. Plaintiff is an adequate
4 class representative on these claims, having no interest different from those of the class with respect to
5 the claims.

6 The proposed settlement class is maintainable under Federal Rule of Civil Procedure 23(b)(1)
7 because all the class members were affected by the same alleged errors in plan administration and any
8 equitable relief for those errors, including plan reformation, would apply equally to all class members.
9 Therefore, inconsistent adjudications on this point would establish incompatible standards for the
10 administration of the Plan and resolution of the claims for equitable relief as to one class member
11 would effectively control the claims of all class members.

12 Therefore, this case shall be maintained as a class action for settlement purposes on behalf of
13 the following class of plaintiffs: All individuals identified in Appendix B to the Settlement
14 Agreement, filed with the Court at Docket No. 45-1, Appx. B.

15 With respect to the following cause of action: Claims for breach of fiduciary duty against
16 Defendants Board of Trustees of the Sheet Metal Workers Pension Plan of Northern California and
17 Benesys, Inc. alleging that Defendants breached their fiduciary duties in causing Plaintiff's and the
18 class's claims for unreduced early retirement pensions to be approved and paid contrary to the Plan
19 terms.

20 2. **Class Representative; Class Counsel.** Plaintiff Stephen Campa is confirmed as class
21 representative and Bolt Keenley Kim LLP is confirmed as counsel for the class.

22 3. **Exclusion.** Class members may not exclude themselves from the class.

23 4. **Class Settlement.** The proposed settlement between the plaintiff class and defendants
24 and the non-party participant in the settlement, Neyhart, Anderson Flynn & Grosboll, P.C.
25 ("Neyhart"), which is filed with the Court at Docket No. 45-1, is a reasonable, fair, and adequate
26 resolution of this litigation. Notice was properly provided to the class members and a fairness hearing
27 was conducted on November 15, 2024. No class member has objected to the settlement, the settlement

reflects the strength of Plaintiff's case and the risks and costs of continued litigation, and class counsel's experienced views strongly support the settlement. Accordingly, the settlement is hereby approved and class counsel is directed to ensure compliance with its terms. The terms of the settlement are summarized as follows:

a. **Amendment of the Plan.** The Plan will be amended to provide for a "Special Retirement" benefit for the Class Members substantially in the form reflected in Appendix A to the settlement agreement. This amendment will be made within 45 days of the order granting final approval to this settlement becoming final.

b. **Payment to the trust.** Within 90 days of the order granting final approval to this settlement becoming final, Defendants and Neyhart will cause a total of \$2,516,561.56 to be paid to the Plan's trust to fund the Special Retirement benefit provided for by the amendment to the Plan, in the following amounts:

Party	Amount
Board	\$ 503,312.31
Benesys	\$ 629,140.39
Neyhart	\$ 1,384,108.86
Total	\$ 2,516,561.56

c. **Settlement Administration and Payments.** Settlement administration will be performed by the parties jointly, with Defendants and/or their agents ensuring that the Plan is properly amended and that class member's Special Retirement benefits are correctly calculated and all benefits due to Class Members promptly paid retroactive pension benefits and that forward going payments are promptly adjusted to the Special Retirement amounts.

d. **Uncashed Checks.** If there are any uncashed checks resulting from this settlement, Defendants will comply with existing Plan terms and legal procedures for handling unclaimed pension benefits due to Class Members.

e. **Released Claims.** Mr. Campa and the class members will release claims as specified in the settlement agreement filed at Docket No. 45-1 at § 3.

1 5. **Class Representative Service Payment.** Plaintiff and class counsel have requested
 2 approval of a \$5,000 case contribution payment to Mr. Campa, to be paid by Defendants and Neyhart
 3 separate from the payments to the Plan's trust. This payment reflects the substantial contribution in
 4 time and costs incurred by Mr. Campa to pursue litigation on behalf of the Class. Accordingly, the
 5 request is hereby approved. Defendants and Neyhart are directed to issue payment to class counsel's
 6 client trust account, and class counsel is authorized to direct payment of the \$5,000 to Mr. Campa.

7 6. **Attorney's Fees and Costs.** Plaintiff and class counsel seek an award of \$167,500 in
 8 fees and costs to be paid by Defendants and Neyhart separate from the settlement fund. This is a
 9 reasonable amount, both when considered against class counsel's lodestar and when considered as a
 10 percentage of the total recovery, and it reflects class counsel's substantial commitment of time and
 11 resources to the case. Accordingly, the request is hereby approved. Defendant and Neyhart are
 12 ordered to make payment of \$167,500 to class counsel in accordance with the terms of the settlement
 13 agreement.


14 7. **CAFA Notice.** As set forth at the fairness hearing, defendants complied with the
 15 notice requirements set forth in the Class Action Fairness Act, by providing the appropriate attorneys
 16 general the requisite information about the settlement.

17 8. **Jurisdiction.** Without affecting the finality of this judgment in any way, the Court
 18 hereby retains continuing jurisdiction over the parties, including the class members, for the purpose of
 19 construing, enforcing, and administering the settlement.

20 9. **Final Judgment.** Final judgment shall be entered herein.

21
 22 IT IS SO ORDERED.

23
 24 Dated: November 15, 2024


 Makine M. Chesney
 United States District Judge